# INDIA NON JUDICIAL

# Government of Karnataka

## e-Stamp

सत्यमेव जयते

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| Certificate No. | : | IN-KA23624351449846M |
| Certificate Issued Date | : | 14-Feb-2014 11:32 AM |
| Account Reference | : | NONACC (FI)/ kacrsfl08/ YESHWANTHPUR/ KA-BN |
| Unique Doc. Reference | : | SUBIN-KAKACRSFL0804436237500141M |
| Purchased by | : | K R I D L |
| Description of Document | : | Article 12 Bond |
| Description | : | AGREEMENT |
| Consideration Price (Rs.) | : | 200 (Two Hundred only) |
| First Party | : | K R I D L |
| Second Party | : | E E BBMP |
| Stamp Duty Paid By | : | K R I D L |
| Stamp Duty Amount(Rs.) | : | 200 (Two Hundred only) |

For Yeshwanthpur Crdit Co-op. Society Ltd.

Authorised Signatory

Please write or type below this line

## BRUHATH BANGALORE MAHANAGARA PALIKE

Est cost Rs. 30,00,000/- Agreement No: 112/2013-14. Dated:- 24.02.2014.

This agreement is made (24.02.2014) Twenty fourth February 2014 between Executive Engineer (Project Division), R.R.Nagara Zone, Bruhath Bangalore Mahanagara Palike of the ONE PART or First party (Hereinafter referred to as "BBMP" which repression Shall wherever the Context so admits, mean and include, its successors-in-intrest and administrators).

AND

Technical Manager (West),project Implementation unit, Karnataka rural infrastructure Development Limited (KRIDL), Bangalore (Herein after called Second Party) Which terms shall mean and include his heirs, Successors and representative as the case may be.

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|---|---|
| Name Of the Work | Construction of Compound wall to Children Play Area, Kerb painting and Other Development in J.P Park in Ward No 17 RRN Zone. |
| Estimate Cost in Rs. (Lakhs) | 30,00,000/- |
| Job Code No. | 017-14-000109 |

BBMP desires to entrust the above work To KRIDL by the Approval of Mayor BBMP. dated:31-12-2013 vide subject No-ಎಂಪಿಎಸ್/ಪಿಆರ್/09/2013-14 with Commissioner, BBMP. **Dated:03-02-2014**, and The Government of Karnataka in the notification No ಆಫ164ವೆಚ್ಚ-12/12, **Dated:09-03-2012** has exempted the Karnataka transparency in public procurement Act 1999 under Section 4(g) for Execution of works Through KRIDL.

Both the Parties have deemed it fit to execute this agreement incorporate the terms of understanding for execution of the work.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. KRIDL shall execute and complete the works based on the drawings and estimate and Schedule-B quantity as per the standard specification of KPWD/IRC duly approved by BBMP.
2. Estimate shall be prepared by BBMP at current KPWD schedule of rates and entrusted to KRIDL with **+ 5% service charges, + 4% applicable taxes and + 1% labour Cess**.
3. The Estimate Will be accorded the Administrative Sanction and Technical Sanction by competent authority of BBMP.
4. The works will be completed within **120 days (One Twenty days)** from the date of handing over of clear sites, clearance of estimate, work order/ agreement whichever is later.
5. The guarantee maintenance period of the Work is twelve months from the date of completion of Work and the Second party Will be responsible for carryout the any defects or repairs during that Period.
6. No Mobilization advance shall be paid against Administrative Sanction and Technical Sanction approved at the time of execution of agreement.
7. Statutory deduction will be made from the Bill as per existing rules.

8. If the rates of certain items of works are not found in the SR, then the same shall be obtained from SR of Minor irrigation/National highway/PRED/KUWS & DB/BWSSB.
9. If any items not found in any of the SR, data rate shall be prepared and got approved from the competent authority of BBMP.
10. The Work Quality Shall be Certified by the Third party Viz as appointed by BBMP time to time. Whose payment Shall be paid by the Second party (i.e.KRIDL) as per agreement norms between BBMP and third party.
11. If Any variation in quantities, specifications and extra items shall be got approved from BBMP during the course of execution of work.
12. Above 100.00 Lakhs Works the market rates of Cement, Steel, Bitumen and RMC shall be paid as per general of Notes PWD SR of Bangalore Circle for the year 2013-14.
13. Officers of the First party consisting of commissioner/Additinonal Commissioner/Chief Engineer/Executive Engineer/Assistant Engineer of the respective divisions Shall inspect the works and Provide Suggestions to the Second party in smooth execution of the project.
14. In case of any dispute regarding the nature and execution of work and satisfactory completion of work and the payments between BBMP and KRIDL the matter shall be referred to the Commissioner, BBMP, Whose decision is final and Binding on the both parties and cannot be questioned in any court of law.

Technical Manager-3
KRIDL, BBMP Bangalore-1

The Second Party
Technical Manager(West)
Project Implementation unit,
KRIDL, Bangalore

The First Party
Executive Engineer (Project)
R.R.Nagara, BBMP.
Bangalore

Witness :-

1. Project Executive, R.R. Nagar
KRIDL, BBMP Bangalore-1

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